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CITY CLERK'S OFFICE  
SPOKANE, WA



**AGENDA SHEET FOR COUNCIL MEETING OF:**

Submitting Dept.  
Public Defender

Contact Person/Phone No.  
Kathy Knox/835-5972

Council Sponsor  
Joe Shogan, Council President

**ADMINISTRATIVE SESSION**

- Contract
- Report
- Claims

**LEGISLATIVE SESSION**

- Emergency Ord
- Resolution
- Final Reading Ord
- First Reading Ord
- Special Consideration
- Hearing
- Public Safety \_7-21-08\_

**CITY PRIORITY**

- Communications
- Economic Development
- Growth Management
- Human Services
- Neighborhoods
- Public Safety
- Quality Service Delivery
- Racial Equity/Cultural Diversity
- Rebuild/Maintain Infrastructure

CLERK'S FILE  
RENEWS  
CROSS REF  
ENG  
BID  
REQUISITION

OPR 2008-0705

(OPR 2008-0441)

**STANDING COMMITTEES**

(Date of Notification)

- Finance \_\_\_\_\_
- Neighborhoods \_\_\_\_\_
- Planning/Community & Econ Dev \_\_\_\_\_
- Public Works \_\_\_\_\_

Neighborhood/Commission/Committee Notified:

Action Taken:

**AGENDA WORDING:**

(If contract, include the term.)

Interlocal Agreement with the City of Spokane Valley and Spokane County to accept grant funds from the State Office of Public Defense, for Public Defender Services to assist indigent defendants for the Relicensing Program.

**BACKGROUND:**

(Attach additional sheet if necessary)

The State Office of Public Defense approved a joint grant application by the City of Spokane Public Defender's Office and the City of Spokane Valley, to provide defender assistance for indigent persons charged with DWLS 3<sup>rd</sup> for indirect assistance to the City's Relicensing Program. The City of Spokane Valley contracts with the County Public Defender for defender services. The total grant amount of \$75,000 will be split evenly between the City of Spokane Valley for the Spokane County Public Defender's Office and the City of Spokane, or \$37,500 each.

**RECOMMENDATION:** Approve

**Fiscal Impact:**  N/A

**Budget Account:**  N/A

Expenditure: \$

#

Revenue: \$ 37,500

# 0700-11220-99999-34239

Budget Neutral

**ATTACHMENTS:** Include in Packets:

On file for Review in Office of City Clerk:

**SIGNATURES:**

Kathy A Knox  
Department Head

[Signature]  
Division Director

[Signature]  
Finance <sup>MRL</sup>

[Signature]  
Legal

[Signature]  
For the Mayor

[Signature]  
Council President

**DISTRIBUTION:**

- Spokane County Public Defender
- Spokane County Public Defender – K. Knox

- City of Spokane Public Defender
- City of Spokane Valley Accounting – M. Lesense

**COUNCIL ACTION:**

APPROVED BY  
SPOKANE CITY COUNCIL:

July 28, 2008

[Signature]  
CITY CLERK

**INTERLOCAL AGREEMENT  
PUBLIC DEFENDER SERVICES – RELICENSING PROGRAM**

**THIS AGREEMENT** entered into among **Spokane County**, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as "COUNTY," the **Spokane County Public Defender**, having offices for the transaction of business at 1033 W. Gardner, Gardner Court building, Spokane, Washington 99260-0280, hereinafter referred to as "COUNTY PUBLIC DEFENDER", the **City of Spokane**, a municipal corporation of the State of Washington, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as "CITY OF SPOKANE", and the **City of Spokane Valley**, a code city of the State of Washington, having offices for the transaction of business at 11707 East Sprague Avenue, Spokane Valley, Washington 99206, hereinafter referred to as "CITY OF SPOKANE VALLEY"; and jointly hereinafter referred to as the "PARTIES."

**WITNESSETH:**

**WHEREAS**, pursuant to the provisions of RCW 36.32.120(6), the Spokane County Board of County Commissioners has the care of County property and the management of County funds and business; and

**WHEREAS**, chapter 39.34 RCW (Interlocal Cooperation Act), authorizes counties and cities to contract with each other to perform certain functions which each may legally perform; and

**WHEREAS**, the City of Spokane and the City of Spokane Valley made application to the State Office of Public Defense (OPD) for funds to be used for public defense and specifically for the joint City / County Community Relicensing Program, and that application was approved and funds in the amount of \$75,000 were awarded to be shared equally by the City of Spokane Valley and the City of Spokane; and

**WHEREAS**, the City of Spokane Valley contracts with the County and County Public Defender for public defense services for Spokane Valley misdemeanor and gross misdemeanor cases which include the charge of driving while license suspended; and

**WHEREAS**, the City of Spokane and the County have jointly provided financial and / or personnel resources to reestablish the joint City/County Community Relicensing Program.

**NOW, THEREFORE**, for and in consideration of the mutual promises set forth hereinafter, the PARTIES do mutually agree as follows:

**SECTION NO. 1: PURPOSE**

The purpose of this Agreement is to set forth the PARTIES' understanding of the terms and conditions under which the PARTIES will utilize the grant funds received from the State Office of Public Defense for public defense and specifically for the joint City / County Community Relicensing Program.

**SECTION NO. 2: DURATION**

This Agreement shall be effective on April 14, 2008 and run through December 31, 2008. Any Party may terminate this Agreement for breach of any provision by any other party. Provided, however, prior to such termination, the terminating party must give at least thirty (30) days written notice to the breaching party and all other parties of the basis for the termination. If the breaching party cures the breach to the satisfaction of the terminating party those matters set forth in the termination notice, said notice shall be null and void. Provided, further, this Agreement shall automatically terminate in the event the Grant which is the basis of the funding is terminated, unless the parties agree in writing otherwise.

**SECTION NO. 3: SERVICES**

- A. **COUNTY PUBLIC DEFENDER:** The County Public Defender's Office currently provides defender services on driving while license suspended cases for the CITY OF SPOKANE VALLEY through a separate interlocal agreement. The Spokane County Public Defender's Office will use the monies under this agreement to hire additional office assistant 2 help, who will assist in determining eligibility for the relicensing program for CITY OF SPOKANE VALLEY cases and for persons who live in Spokane Valley, or have cases pending based on a citation from the City of Spokane Valley Police Department, and for other duties as assigned relating to those cases.
- B. **CITY OF SPOKANE:** The City of Spokane Public Defender's Office will use the monies to hire a temp. seasonal or project employee clerk who will assist in determining eligibility for the relicensing program on cases to which the City of

Spokane Public Defender's Office has been assigned by the Municipal Court or Probation Department, and other duties as assigned relating to driving while license suspended cases.

- C. SPOKANE COUNTY: Spokane County will take appropriate action to appropriate into the Spokane County Public Defender's budget all moneys received from the CITY OF SPOKANE VALLEY under the terms of this Agreement.

**SECTION NO. 4: COMPENSATION**

The COUNTY on behalf of the SPOKANE COUNTY PUBLIC DEFENDER and the CITY OF SPOKANE shall each receive a maximum of THIRTY SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$37,500.00) for their services provided under the grant. The CITY OF SPOKANE VALLEY's financial contribution each year is limited to its portion of the OPD grant funds.

**SECTION NO. 5: PAYMENT**

The CITY OF SPOKANE VALLEY shall, no later than 20 days after full execution of this Agreement, remit to the CITY OF SPOKANE its \$37,500.00 share of the grant proceeds. The CITY OF SPOKANE VALLEY shall, no later than 20 days after full execution of this Agreement, remit \$37,500.00 to SPOKANE COUNTY for full payment of the services identified in Section 3A.

**SECTION NO. 6: AUDIT / RECORDS**

Each Party shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. Each Party shall provide access to authorized representatives of the other PARTIES, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

**SECTION NO. 7: NOTICES**

All notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by certified mail delivery, receipt requested and postage prepaid addressed to PARTIES at the address set forth below, or at such other address as the PARTIES shall from time-to-time designate by notice in writing to the other PARTIES:

**CITY OF SPOKANE:** City Public Defender  
City of Spokane

824 North Monroe Street  
Spokane, Washington 99201

**SPOKANE COUNTY PUBLIC :** County Public Defender  
Spokane County  
1033 West Gardner Avenue  
Spokane, Washington 99260

**CITY OF SPOKANE VALLEY:** Office of the City Attorney  
11707 East Sprague, Suite 103  
Spokane Valley, WA 99206

**COUNTY:** Board of County Commissioners  
W. 1116 Broadway Avenue  
Spokane, Washington 99260

**SECTION NO. 8: ASSIGNMENT**

This Agreement shall be binding upon the Parties, their successors and assigns. No Party may assign, in whole or in part, its interest in this Agreement without the approval of the other Parties.

**SECTION NO. 9: LIABILITY**

For the purpose of this section, COUNTY shall also include Spokane County Public Defender.

The COUNTY shall indemnify, defend and hold harmless the CITY OF SPOKANE and the CITY OF SPOKANE VALLEY, their officers and employees from all claims, demands, or suits in law or equity arising from the COUNTY's intentional or negligent acts or breach of its obligations under the Agreement. The COUNTY's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the CITY OF SPOKANE or the CITY OF SPOKANE VALLEY, their officers and employees.

The CITY OF SPOKANE shall indemnify, defend and hold harmless the COUNTY and the CITY OF SPOKANE VALLEY, their officers and employees from all claims, demands, or suits in law or equity arising from the CITY OF SPOKANE's intentional or negligent acts or breach of its obligations under the Agreement. The CITY OF SPOKANE's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the COUNTY or the CITY OF SPOKANE VALLEY, their officers and employees.

The CITY OF SPOKANE VALLEY shall indemnify, defend and hold harmless the COUNTY and the CITY OF SPOKANE, their officers and employees from all claims, demands, or suits in law or equity arising from the CITY OF SPOKANE VALLEY's intentional or negligent acts or breach of its obligations under the Agreement. The CITY OF SPOKANE VALLEY's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the COUNTY or the CITY OF SPOKANE, their officers and employees.

If the comparative negligence of the Parties and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the Parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other Party's officer or employee's negligence.

Each Party's duty to indemnify shall survive the termination or expiration of the Agreement.

Each Party waives, with respect to the other Parties only, its immunity under RCW Title 51, Industrial Insurance. The Parties have specifically negotiated this provision.

#### **SECTION NO. 10: INSURANCE**

During the term of the Agreement, the each Party shall maintain in force at its own expense, each insurance noted below:

- a. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability or Stop Gap Insurance in the amount of \$1,000,000;
- b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement;
- c. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

- d. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for two years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the insuring Party or its insurer(s) to the other Parties.

As evidence of the insurance coverages required by this Agreement, the COUNTY and the CITY OF SPOKANE shall furnish acceptable insurance certificates to the CITY OF SPOKANE VALLEY at the time it returns the signed Agreement. The certificate shall specify all of the parties who are additional insured; and include applicable policy endorsements, the thirty (30)-day cancellation clause, and the deduction or retention level. Insuring companies or entities are subject to CITY OF SPOKANE acceptance. The COUNTY and the CITY OF SPOKANE shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

**SECTION NO. 11: ANTI-KICKBACK**

No officer or employee of the a Party, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Agreement.

**SECTION NO. 12: VENUE STIPULATION**

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each party that this Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

**SECTION NO. 13: COMPLIANCE WITH LAWS**

The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.

**SECTION NO. 14: NON-DISCRIMINATION**

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status,

familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

#### **SECTION NO. 15: MISCELLANEOUS**

- A. **NON-WAIVER:** No waiver by any party of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that party in the future.
- B. **ENTIRE AGREEMENT:** This Agreement contains terms and conditions agreed upon by the Parties. The Parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No changes or additions to this Agreement shall be valid or binding upon the Parties unless such change or addition is in writing, executed by the Parties.
- C. **MODIFICATION:** No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.
- D. **HEADINGS:** The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.
- E. **COUNTERPARTS:** This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.
- F. **SEVERABILITY:** If any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the Parties shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict with any statutory provision of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify to conform to such statutory provision.
- G. **RELATIONSHIP OF THE PARTIES:** The PARTIES intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant or representative of the COUNTY shall be deemed to be an employee, agent, servant or representative of either CITY for any purpose. Likewise, no agent, employee, servant or representative of either CITY shall be deemed to be an employee, agent, servant or representative of the COUNTY for any purpose.

**SECTION NO. 16: RCW 39.34 REQUIRED CLAUSES**

- A. **PURPOSE:** See Section No. 1, above.
- B. **DURATION:** See Section No. 2, above.
- C. **ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS:** No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- D. **RESPONSIBILITIES OF THE PARTIES:** See provisions above.
- E. **AGREEMENT TO BE FILED:** The CITY OF SPOKANE and the CITY OF SPOKANE VALLEY shall file this Agreement with their City Clerks. The COUNTY shall file this Agreement with its County Auditor or place it on its web site or other electronically retrievable public source.
- F. **FINANCING:** Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. **TERMINATION:** See Section No. 2, above.
- H. **PROPERTY UPON TERMINATION:** Title to all property acquired by any party in the performance of this Agreement shall remain with the acquiring party upon termination of the Agreement. Jointly acquired property shall be divided in proportion to the percentage share of each party contributing to its acquisition.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed on the date and year opposite their respective signature blocks.

DATED: May 20, 2008

**BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON**



**ATTEST:**

*Daniela Erickson*  
Daniela Erickson  
Clerk of the Board

*Bonnie Mager*  
Bonnie Mager, Chair

*Todd Mielke*  
Todd Mielke, Vice-Chair

*Mark Richard*  
Mark Richard, Commissioner

APPROVED:

[Signature]  
John Rodgers  
County Public Defender

APPROVED AS TO FORM:

[Signature]  
Deputy Civil Prosecuting Attorney

DATED: 7-30-2008

CITY OF SPOKANE

Attest:

By: [Signature]  
Title: Thomas E. Danek, Jr.  
City Administrator  
City of Spokane

Deputy [Signature]  
City Clerk

Approved as to form:

Approved:

[Signature]  
Office of the City Attorney

[Signature]  
Kathy Knox, City Public Defender



DATED: 5-7-08

CITY OF SPOKANE VALLEY

Attest:

By: [Signature]  
Title: City Manager

[Signature]  
City Clerk

Approved as to form:

[Signature]  
Office of the City Attorney